PURCHASE FROM THE GRANTOR OF A DEED OF ESCROW.—Delivery of the deed is necessary to pass the title to land, and escrow is a method of delivery. Under the general rule, this delivery does not avail to pass the title until the performance of the conditions or the happening of the contingency upon which the deed is held in escrow, *Smith* v. *South Royalton Bank*, 32 Vt. 341; but if for any reason, such as insanity, coverture, or death, the grantor becomes incapacitated from passing title before the delivery out of escrow, this second delivery is by the fiction of relation carried back to the time of the delivery into escrow so as to make the title pass as of that time. *Webster* v. *Kings County Trust Co.*, 145 N. Y. 275. Since then, in the ordinary case, it is not the grantor's deed until the second delivery, the question arises whether a subsequent grantee getting a conveyance before the performance of the conditions of the escrow would get a title indefeasible at law. It is the policy of the law to favor the grant in escrow. At least it is not regarded as just that one charged with notice of the grant in escrow should nevertheless take a complete legal title; and all jurisdictions agree that he can not, though there may be an exception where the original grantee is a volunteer. Since, however, the cases reach this result on different grounds, a conflict arises as to whether an innocent purchaser will take a complete legal title.

Some jurisdictions cut off the intervening grant to a purchaser with notice by extending the use of the fiction of relation. *McDonald* v. *Huff*, 77 Cal. 279. But as it is a general doctrine that a fiction invoked to do justice should not be urged against innocent third parties, Viner's Abdg. tit. "Relation," in these jurisdictions a *bona fide* purchaser from the grantor of a deed in escrow takes an indefeasible title, *Wolcott* v. *Johns*, 7 Col. App. 360, and this doctrine has been recently followed. *Emmons* v. *Harding*, 70 N. E. Rep. 142 (Ind. Sup. Ct.).

Other jurisdictions do not allow an innocent purchaser to defeat the grantee in escrow. *Hall* v. *Harris*, 5 Ired. Eq. (N. C.) 303. These jurisdictions hold that after the deed is placed in escrow the grantor no longer has full legal title. The grant in escrow puts the land out of his power and makes it possible for the grantee to get something analogous to specific performance at law. All that the grantor has is a title subject to a defeasance, and a title subject to a defeasance is all that a purchaser from him, whether *mala fide* or *bona fide*, can buy. *Hooper* v. *Ramsbottom*, 6 Taunt. 12; *Fort* v. *Beekman*, 1 Johns Ch. (N. Y.) 288. Therefore, notwithstanding the intervention of third parties, the grantee in escrow gets a full legal title upon performance of the conditions. *Leiter* v. *Pike*, 127 Ill. 287. The latter decisions invoke no fiction in reaching this result and seem to support the better rule.—*Harvard Law Review.*

PILOTAGE LAWS (SECS. 1955-1990 VA. CODE ANNO.)—NOT REPUGNANT TO COMMERCE CLAUSE OF U. S. CONSTITUTION NOR TO U. S. REV. STAT., SEC. 4237—ONLY COASTWISE STEAM VESSELS EXEMPTED BY U. S. REV. STAT. 4444—STATE PILOTAGE LAWS DO NOT INFRINGE UPON THE FOURTEENTH AMENDMENT NOR VIOLATE ANTI-TRUST LAWS.—In the case of *Olsen* v. *Smith et al.*, decided Nov. 28, 1904, 25 Sup. Ct. 52, the Supreme Court of the United States rendered an important decision upholding the constitutionality of the State laws of Texas regulating pilotage. Mr. Justice White delivered the opinion of the